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Contract Database Metadata Elements

Title: **Wynantskill Union Free School District and Wynantskill Teachers Association (2003)**

Employer Name: **Wynantskill Union Free School District**

Union: **Wynantskill Teachers Association**

Local:

Effective Date: **07/01/03**

Expiration Date: **06/30/07**

PERB ID Number: **6555**

Unit Size: **37**

Number of Pages: **25**

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AGREEMENT

between the

**WYNANTSKILL
TEACHERS' ASSOCIATION**

and the

CHIEF EXECUTIVE OFFICER

of the

**WYNANTSKILL UNION
FREE SCHOOL DISTRICT**

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

July 1, 2003 – June 30, 2007

PREAMBLE

This Agreement entered on the 16 day of June 2005 by and between the Chief Executive Officer of the Wynantskill Union Free School District (hereinafter referred to as the Superintendent) and the Wynantskill Teachers Association (hereinafter referred to as the Association) is intended to encourage and increase effective and harmonious working relationships so that the cause of public education may best be served in the School District. This Agreement will continue in full force and effect for the period of July 1, 2003 – June 30, 2007.

ARTICLE 1 – RECOGNITION

- 1.1 The Board recognizes the Association as the exclusive negotiating agent for all personnel certified by the State Education Department. When used in this Agreement, the term "unit member" shall include teachers, school nurse(s), guidance counselor(s), and teaching assistants, but shall exclude substitute teachers and any administrative staff who formally observe/evaluate other unit members. Articles 6.4 through 6.8 shall apply only to unit members as defined. Article 11 shall not apply to the school nurse. Articles 9.7, 16.3, 16.4, and 16.6 shall not apply to teaching assistants.

ARTICLE 2 - NEGOTIATION PROCEDURE

- 2.1 It is contemplated that terms and conditions of employment provided in this Agreement will remain in effect until altered by mutual agreement in writing between the parties. The parties accordingly agree to cooperate in arranging meetings, selecting representatives and furnishing necessary information.
- 2.2 No later than January 15th of the last year of this Agreement, the parties will enter into good faith negotiations over a successor agreement covering the following school year and will endeavor to present complete proposals at that time.
- 2.3 Neither party in any negotiations will have any control over the selection of the representative of the other party; and each party may select its representatives from within or outside the School District. While no final agreement will be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.
- 2.4 The parties agree that during the period of negotiations and prior to reaching agreement to be submitted to the Board and the Association the proceedings or the substance of negotiations will not be released publicly unless there is prior written approval of both parties. In the event of impasse, the Board and the Association reserve the right to make unilateral public statements concerning the impasse but pledge that they will in no way involve the students in the impasse.

ARTICLE 3 - ASSOCIATION RIGHTS

- 3.1 The Association will be permitted the use of a room or rooms for meetings of the Association upon reasonable notice to the principal of the building concerned, providing that other school activities do not preclude such use. The use of the facilities will be without charge unless the District is required to provide additional custodial or security personnel in which case the Association will be charged the actual cost thereof.
- 3.2 The Association will take all normal security responsibility for the buildings while using them for meetings and will return the rooms to their original condition before vacating them.
- 3.3 The Association will be provided with bulletin board space for the posting of Association notices.
- 3.4 The Association will be permitted the use of audio/visual equipment and duplicating machines for the transaction of official Association business when such use does not interfere with the conduct of school programs and business activities.

ARTICLE 4 - PAYROLL DEDUCTIONS

- 4.1 The District will deduct from the salaries of the unit members' dues for the Wynantskill Teachers Association as said members individually and voluntarily authorize on the form provided. The Payroll Deduction Authorization form is attached as Appendix A.
- 4.2 Dues Deductions will begin in the first pay period in September and will continue in equal amounts for ten pay periods for the balance of the year.
- 4.3 The District will on the last pay date for each month transmit dues so deducted to the Association, which will be responsible for their future distribution.
- 4.4 The Association will furnish the necessary data relative to the dollar amount of dues for the Association as early as possible but no later than August 1 of the contract year.
- 4.5 The District will deduct from salaries of those unit members electing to participate in a Credit Union, the Flex Plan, tax sheltered annuities, bonds and other similarly designated payment and savings plans, such monies as are necessary and authorized on the form provided. The Credit Union payroll deduction authorization is attached hereto as Appendix C.

- 4.6 Where payroll information from the WTA and/or a unit member is not received by the district until after August 1, payroll deduction(s) will not be implemented until the month following such submission(s).

4.7 Agency Service Fee

A. The District shall deduct from the salaries, of those members of the bargaining unit who are not members of the Association, an agency service fee equivalent to the total amount per capita dues paid by the members of the Association.

B. The agency service fee shall be deducted in the same manner as payroll deduction of dues and transmitted promptly to the Association unless the non-member has paid the total agency service fee directly to the Association by the last workday in September as stipulated by the Association to the District.

C. Any bargaining unit member subject to the agency service fee charge who is employed for less than a full school year shall pay a service fee equivalent to a pro-rata portion of the total annual per capita dues paid by the members of the Association.

The Association affirms that it has adopted such procedure for refund of agency service fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York.

ARTICLE 5 - TRANSFERS AND ASSIGNMENT

- 5.1 Transfers or reassignments will be made only when necessary, and in the best interests of the school system. Notice of a transfer or reassignment will be given to unit member(s) prior to the opening of the school year; or as soon as practicable should transfer or reassignment occur during the school year.

- 5.2 A transfer or reassignment will be made only after a meeting between the unit member(s) involved and the principal in charge, at which time the unit member(s) will be notified of the reasons.

5.3 Posting of Vacancies

A. Whenever a temporary position of a semester or more (i.e., September to January, January to June), a permanent vacancy, or a newly created position in the bargaining unit shall occur, a notice of vacancy shall be posted in the building and the Association President shall be provided a copy. The notice shall set forth the qualifications required, duties, salary, and closing date for applications.

B. Notices will be posted no less than one (1) school day prior to the general release of official notices. No position shall be filled except on a temporary basis until such position shall have been posted at least five school days prior to the last day upon which applications will be accepted.

C. During school vacations and the summer, notices will be mailed to those unit member(s) who have indicated an interest in a change of position and have on file with the Superintendent an address at which they may be reached. Unit member(s) may file an application for positions of interest at any time and such action will constitute application in the event of a vacancy.

D. All factors being substantially equal, applicants from within the School District will be given first consideration. However, final selection will not be subject to Article 13. All applicants from within the District will be notified of Board action when taken.

- 5.4 Unit members who have been directed by the superintendent or his/her designee to travel outside of the school building in the execution of their duties shall be reimbursed no later than 60 days after receipt by the District of the written claim. Such reimbursement shall be at the maximum rate authorized by the Internal Revenue Service for each mile.

ARTICLE 6 - TEACHING SCHEDULE AND HOURS

- 6.1 All unit member(s) will be provided with a schedule of classes, including special classes, and a tentative class list prior to August 15 for the following school year.
- 6.2 Unit member(s) will be notified as to their area of assignment at least 30 days prior to the opening of school.
- 6.3 All unit member(s) should arrive at the school building no later than 8:05 a.m. each morning and should be in their respective classrooms no later than 8:15 a.m., unless delayed by bad weather or other adverse circumstances.
- 6.4 Unit members on a 2:15 dismissal:
- A. shall be provided with at least 30 consecutive minutes of duty-free time each school day, which is in addition to the legal requirement of 30 duty-free minutes per day for lunch;
 - B. shall have no less than 200 minutes of duty-free time per week;
 - C. may leave at 2:35.

- 6.5 Unit members on a 3:17 dismissal:
- A. shall teach no more than six periods (40-45 minutes) per day;
 - B. shall be provided with at least two duty-free periods (40-45 minutes each) each school day, which is in addition to the legal requirement of 30 duty-free minutes per day for lunch;
 - C. shall not be assigned duties in excess of 1,350 minutes per week;
 - D. may leave after the last bus leaves.
- 6.6 School nurses:
- A. full-time nurses shall be provided with at least one period (40-45 minutes) of clerical assistance each school day, which is in addition to the legal requirement of 30 duty-free minutes per day for lunch;
 - B. may leave after the last bus leaves
- 6.7 Guidance Counselors:
- A. may leave after the last bus leaves when students are in attendance;
 - B. may leave at 3:17 on all other days.
- 6.8 Teaching Assistants:
- A. shall be provided with at least 200 minutes (per normal week) of planning time with appropriate teachers, which is in addition to the legal requirement of 30 duty-free minutes per day for lunch;
 - B. may leave at 3:17.
- 6.9 Exceptions to 6.4, 6.5, 6.6, 6.7 or 6.8 may occur under temporary emergency conditions and by mutual consent of the unit member(s) affected.
- 6.10 The District will provide for no less than three faculty meetings per year for all unit member(s). Meeting agendas will be prepared by the building administrators. Agenda items may be submitted by the faculty.
- 6.11 The assignment of a student teacher will be made only with the prior approval of the unit member(s) concerned.
- 6.12 Unit member(s) shall work no more than 177 student attendance days and 3 additional superintendent conference days (or 176 student attendance days and 4 superintendent conference days.)

ARTICLE 7 - SUBSTITUTE TEACHERS

- 7.1 In the event of unit member(s) absence, provided the following notification procedure is adhered to, the District will make every effort to obtain the services of substitutes.
- 7.2 Unit member(s) anticipating being absent will notify the Superintendent or his or her designee no later than 7:00 a.m.
- 7.3 Unit member(s) on the preferred eligibility list will be given first preference to substitute. They will be called in the order of seniority as they appear on the preferred eligibility list.
- 7.4 The district shall make every effort to obtain a per diem substitute unit member for each absent unit member. In the event that a substitute cannot be obtained, the district will first solicit volunteers from the unit. To the extent possible, this duty will be equally distributed among those unit member(s) wishing to substitute. Only in the event that neither a per diem sub nor a volunteer can be found, the district may assign this duty. Either in the case of assignment or voluntary duty, the unit member(s) who substitutes will be paid a daily amount equal to the curriculum rate. Teaching Assistants will be paid a daily amount equal to 50% of the curriculum rate specified in Article 18.2.

ARTICLE 8 - TEACHING CONDITIONS

- 8.1 Unit members will be provided with faculty lounges and restrooms separate from student facilities. The District will make every reasonable effort to ensure the cleanliness of those rooms.
- 8.2 Teachers will be provided with the use of a telephone in a private setting for all local professional calls and a reasonable number of local personal calls, providing it does not interfere with the conduct of school business.
- 8.3 The District will provide each unit member with a separate desk and a lockable space.

ARTICLE 9 - LEAVES OF ABSENCE

9.1 Illness or Disability

A. Each unit member shall be credited with 1.3 days per month worked which may be used with full pay in the event of the personal illness or disability of the unit member. Any unused credit shall accumulate to a maximum of 225 days.

B. A unit member in the first year of employment in the District may borrow against illness/disability leave credits to be earned in said first year. If an employee leaves the employ of the District prior to the time that actual earned credits equals the amount borrowed, unearned illness/disability leave credits used will be deducted from final compensation payments.

C. An employee who becomes ill or disabled and who chooses not to use sick leave for the period of illness or disability shall be granted a leave without pay for such period. Applications for such a leave shall be made, except in an emergency, at least four months prior to the anticipated commencement of the illness or disability. Such leave shall commence at the time the employee becomes ill or disabled and shall continue until the illness or disability ceases; provided, however, that the employer shall not displace a temporary replacement once such replacement has commenced temporary employment. For non-tenured teachers, such a leave without pay shall be an interruption of the probationary period and, for all unit member, it shall constitute an interruption of service. A unit member shall not accumulate additional leave credits during the period of such a leave. Such a leave will be for a maximum of two years.

D. Every year each unit member will be given a written record of his/her accumulated sick leave. This record will be provided after September 1 but no later than November 1.

9.2 Personal

A. Each unit member shall be credited with four days leave per year with full pay at the beginning of each school year for the conduct of personal business which cannot be transacted other than during the school day. These days shall not be used to extend vacation except for unusual circumstances such as those described in "B" below or if approved in advance by the superintendent. Prospectively, unused personal days shall convert to sick days. Current employees will be held harmless and allowed to continue their bank of personal days (as it existed as of June 30, 2000) until and unless they are used consistently with the collective bargaining agreement language. The unused portion of such allowance will convert to sick days. The maximum of such accumulated illness/disability leave and personal leave may not exceed 225 days.

B. If a unit member should exhaust the accumulated personal days within the school year, any portion of the total accumulated illness/disability may be used, under unusual circumstances, such as illness or death in the immediate family (husband, wife, children, mother and father, wife or husband's parents, brother or sister and grandparents), as well as any member of the household (person living in household who is not necessarily immediate family or blood relative).

C. Should a unit member exhaust all personal days due to death in the immediate family, the teacher shall be credited three additional personal leave days to be deducted from his/her illness/disability leave accrual.

9.3 Sick Day Pool

A. Persons in the negotiating unit may contribute portions of their personal sick leave credits to a pool to be used to provide additional sick leave to unit member(s) with more than one year of service in the District in the event that current and accumulated sick leave is exhausted and illness continues. At any time the number of days in the pool falls below the equivalent of two days per person in the negotiating unit, contributions will be accepted until the balance in the pool reaches the equivalent of two days per person in the negotiating unit.

B. After an employee uses up his/her current and accumulated sick leave he/she may apply to the Superintendent for use of days from the pool. The Superintendent and the President of the Association will serve as trustees of the pool and all decisions relating to the use of pool days will be made by them. Such decisions shall not be subject to the grievance procedure. However, a rejected applicant may ask for, and will receive, a review of the decision by a review committee comprised of three members of the Association and three appointed by the Superintendent. Recommendations of the Committee will be made to the trustees of the pool.

C. Usage of pool days may be in any amount but not more than 15 days times the years of service in the District and in no case in an amount that would carry past the end of the school year in which the borrowing took place. Should the employee require additional days at the commencement of the following year, he/she may reapply.

9.4 Child Rearing Leave

Leave without pay for child rearing purposes shall be granted upon application to the Superintendent; such application to be submitted at least 90 days prior to the proposed effective date. Any such leave shall be planned to conclude simultaneously with the end of the school year or academic semester. Such leave shall be granted for a period not to exceed one year. A second leave of up to one year may be requested and may be granted upon application to the Superintendent at least 90 days prior to the proposed effective date. Such leave shall also conclude with the end of the school year or academic semester. Said application must include the intended date of return.

9.5 Conference Days

A. Provision will be made for a [minimum of] two days without loss of pay or personal leave for attendance at professional conferences, with the approval of the Superintendent. Expenses incurred for transportation, lodging and conference fees will be reimbursed by the School District. The application for conference day leave shall include an estimate of the expenses which may then not be exceeded.

B. All personnel attending a conference approved by the Superintendent shall submit a report within ten school days after the conference to the Superintendent. Such report shall be written and shall include the professional activities undertaken at such conference by the conference attendee. The report may include, but shall not be limited to workshop attended, opinions, observations and any other aspect of the conference.

C. Conference Day Pool

1. As of July 1992, the District will establish a conference day pool consisting of 1.5 days per teacher in the unit, in addition to those days provided to each teacher in 9.5A.
2. Should a teacher choose not to use those days in 9.5A, the unused days will be placed in the pool for use by other teachers in subsequent years.
3. No unit member shall be granted more than 12 days per school year.
4. The pool will not exceed 1.5 days per member in the unit.
5. Prior approval of the Superintendent is necessary.

9.6 Extended Illness

Application can be made for up to two years of leave of absence due to personal or family illness, without the loss of accumulated sick leave. The return of the unit member will coincide with the beginning of a semester.

9.7 Professional Leave

A. The District shall provide the equivalent of one year full professional leave each year for the purpose of bringing improved instruction or effectiveness to the District. This includes study, research, travel related to study, and participation on committees, commissions and/or agencies related to education providing no compensation is forthcoming for such service.

B. Professional leave will be granted for one-half year at the full salary or for one full year at one-half the salary the unit member would have received during that period.

C. A unit member granted professional leave must have been actively employed in the District for seven consecutive years; must have permanent certification; and, must sign a promissory note for the difference between the annualized salary and benefits received by the unit member during the sabbatical leave and his/her replacement. The length of the note shall encompass the length of the leave plus two school months for each month of leave. The note will be cancelled at the expiration of the period, providing the unit member remains in active employment in the District. If the unit member voluntarily terminates before the expiration of the term of the note, pro rata repayment of the sum of the note will be required.

D. The unit member must make written application to the Superintendent by February 1st for leave to take place during the following school year. Final approval of the application will be made by the Board of Education upon recommendation of a Professional Leave Committee composed of a Board member, the Superintendent and a unit member appointed by the President of the Association, no later than two months after the receipt of said application.

E. All rights and benefits of the unit member will continue during such leave. The period of professional leave will count for salary and seniority purposes. Salary payments will be made by check at normal payroll dates during the period of leave.

9.8 Court Appearance

Attendance at court as a result of school activities performed within the scope and confines of employment or for jury duty will be allowed with full pay less the amount received for such attendance exclusive of expenses reimbursed. The employee must present to the Superintendent either a subpoena, its copy, a written request from a lawyer of record or the jury notice, as the case may be.

9.9 Extended Personal Leave

A one year leave without pay or fringe benefits shall be granted to one tenured unit member at the discretion of the Superintendent provided it is not contiguous with a maternity or a child rearing leave, or a sabbatical leave. Extended personal leave shall not be grievable. Application for such leave shall be made by March 1.

9.10 Return To Duty

A. A unit member on extended leave (Sections 9.6, 9.7 and 9.9, above) will sign an agreement of leave which will include the length of the leave and the date upon which the unit member must notify the District of his/her intention to return to duty. The Superintendent will notify the unit member ten days prior to the notification date so established.

B. A unit member returning from an approved leave of absence will be returned at the same salary level applying as the leave commences and will be assigned to the same or similar position.

ARTICLE 10 – UNIT MEMBER EVALUATION

- 10.1 Formal observation of the work performance of a unit member will be conducted openly with the full knowledge of the unit member in his/her classroom.

- 10.2 There will be a minimum of three observations for the purpose of evaluation per year for probationary unit member and at least one such observation per year for tenured unit member.
- 10.3 A unit member will be given a copy of any written class visit or evaluation report prepared by his/her Principal and/or Supervisor within 15 school days. The unit member will have the opportunity to make written comments or rebuttal in the space provided on the report. The unit member will initial the report to indicate that he/she has reviewed its contents, but said initialing shall not constitute his/her total agreement with the contents.
- 10.4 Each unit member will have full access to his/her personnel folder and the right to add materials as well as to make copies of the contents of the folder, with the exception of confidential materials.
- 10.5 Any complaints (e.g., parents of a student) that are directed toward a unit member which become a matter of record will be called to the unit member's attention at the time they become a matter of record. No such material will be placed in a unit member's file without the unit member's knowledge and an opportunity to attach a written statement.

ARTICLE 11 - TENURE NOTIFICATION AND PROVISIONS

- 11.1 A probationary unit member will be given written notice by February 1 in the school year in which he/she will be given consideration for tenure. Notification of the final action taken by the Board on tenure will be given to the unit member, in writing, no later than March 2 in that year.
- 11.2 Any teacher voluntarily reassigned and appointed by the District to a different tenure area after having received tenure in the previous area of employment will be required to serve a probationary period of two years before being considered for tenure in the new area.
- 11.3 A probationary unit member who is to be terminated for reasons other than denial of tenure will be given notice at least 60 days prior to the termination date.

ARTICLE 12 - EXTRA CURRICULAR ACTIVITIES

- 12.1 Extra-curricular activities are defined as, and shall include, those activities that are not part of the regular daily work schedule (i.e., coaching or supervision of athletic activities either intramural or extramural, class advisors, advisors to cheerleading, student council, chorus, and various clubs such as chess club, library club, newspaper, drama club, ski club, art club, gym club).

- 12.2 Activities that begin in September (Fall Sports and full year activities) will be posted between May 15th and June 1st of the preceding school year. Unit member(s) interested in supervising these activities must notify the Superintendent by June 30th. Other activities (excluding Spring Sports) will be posted for consideration between September 1st and September 10th. Unit member interested in supervising these activities must notify the Superintendent by September 30th. Spring Sports will be posted between November 15th and December 1st. Teachers interested in supervising Spring Sports must notify the Superintendent by December 31st.
- 12.3 Unit member who accept appointment by the Superintendent to supervise extra-curricular activities will be reimbursed according to the schedule in Appendix B. Compensation will be issued with the paycheck nearest to the last day of the activity. Extra-curriculars will be paid in separate checks with appropriate I.R.S. withholding.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.1 Declaration of Purpose

Whereas the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its unit members is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances. Through these procedures the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly procedures.

13.2 Definitions

A. A grievance is a claim by any unit member, group of unit members or the Association based upon any alleged misinterpretation or misapplication of a provision of this Agreement.

B. Aggrieved Party shall mean any person, group of persons or the Association filing a grievance.

13.3 Procedures

A. Any aggrieved party has the right to choose any representatives to be present at any stage in the proceedings.

B. The grievance will be discussed informally between the aggrieved party and the building principal.

C. If the grievance is not resolved informally between the aggrieved party and the building principal within ten school days, the details of the grievance may be submitted to the Superintendent in writing.

D. If the grievance is not resolved to the satisfaction of the aggrieved party by the action of the Superintendent within ten school days, the grievance may be submitted in writing to the Board of Education. Within 15 school days of the receipt of the written grievance, the Board will render a written decision after holding a hearing.

E. If the grievance is not resolved to the satisfaction of the aggrieved party, the grievance will be submitted to binding arbitration within 15 days through the American Arbitration Association. Decision of the arbitrator will be binding on both parties. Costs of such mediation will be shared equally by the Board and the Association.

F. No grievance will be entertained later than 30 school days after the aggrieved party knew or should have known of the condition being grieved.

ARTICLE 14 - INSURANCE PROTECTION

14.1 A. The District will provide the following health insurance coverage.

1. Effective September 1, 2005 the District will pay 90% of the individual, two (2) person or family health insurance cost for Blue Shield Traditional Blue PPO or MVP. The dollar amount provided for MVP coverage will not exceed the dollar amount provided by the District for the Blue Shield Traditional Blue PPO. Unit members hired July 1, 2005 or after will be covered under 14.1 A-1 only.
2. Unit members hired prior to July 1, 2005 with two (2) person or family health insurance may opt to remain in the Blue Shield Par Plus (Indemnity Plan). Members electing the Blue Shield Par Plus (indemnity plan) will pay the District the difference between Blue Shield Par Plus (indemnity plan) and the Blue Shield Traditional Blue PPO provided in 14.1A toward the chosen health insurance coverage (two 2 person or family).
3. Unit members hired prior to July 1, 2005 with individual health insurance may elect the Blue Shield Par Plus (Indemnity Plan). The District will pay 90% of the health insurance cost.

B. The health plan is currently provided by the Rensselaer-Columbia-Greene Health Insurance Trust. The dental insurance specified in 14.3 shall be provided through Empire Blue Cross Blue Shield. The benefits provided by such plan(s) shall not diminish from the benefit level of 7/1/99 without the agreement of the Association.

C. Members of the bargaining unit are eligible to participate in the District Section 125 Plan to provide the opportunity for the employees and the District to save tax payments on health insurance premiums.

- 14.2 IRS Code 125 Plan - The District will establish a flexible spending plan pursuant to the IRS regulations and members of the bargaining unit are eligible to participate. Such plan shall be, as of October 1, 1997, administered by the Preferred Group Plans, Inc. unless otherwise agreed by the parties. The plan's operating procedures shall be jointly determined by the parties. This plan may be utilized for premium payments, dependent care, and unreimbursed medical expenses.
- 14.3 Effective July 1, 1989, the District will pay 100% of the individual premium cost of the dental insurance plan maintained by the District.
- 14.4 Effective July 1, 1995, the District will pay 50% of a retiree's individual, two person or dependent premium cost of the health insurance set forth in Section 14.1. The employees may elect to have the entire balance of accumulated sick leave converted to a cash equivalent at the rate of \$75.00 per day (\$50 for teaching assistants). This fund will be used to pay the balance of the cost of medical insurance above the District payment set forth in 14.4 for the life of the employee or the expiration of the fund whichever comes first.
- 14.5 Health Insurance Declination – Unit members shall have the right to decline the health insurance and receive remuneration as follows: \$900 individual, coverage; \$1800 two (2) person coverage or \$1800 family coverage. Staff shall notify the District of their intent to accept the health insurance declination no later than June 1. The member shall provide the District with evidence of alternate health insurance coverage at the time of said notification. If a member's insurance needs change during the school year, they may rescind the declination (receiving no payment) and acquire insurance upon notification to the District. In such event, the member shall reimburse the District on a pro rata basis for the period of time beginning with the date of his or her re-insurance with the District through the end of the year.

ARTICLE 15 - PAY METHOD

- 15.1 Covered employees shall be paid on a biweekly basis on Friday for twelve (12) months in either 21 or 25 equal installments. Paychecks shall be distributed the last working day prior to recess periods of one week or more. The last check in June will include any balance of the annual salary due.
- 15.2 Pay dates will be mutually agreed after the school calendar is established in each year of this Agreement.

ARTICLE 16 - SALARY

16.1 The salary schedule for the duration of this contract is attached hereto as Appendix D.

16.2 Graduate Hours shall mean all graduate hours [other than administrative courses] earned and will be added to the appropriate amount called for in Appendix D as follows:

A. Credit Hours

Effective July 1, 1990 \$40 per hour

B. Credit and payment for courses will begin when the Superintendent receives an official transcript from any accredited institution.

C. Newly hired unit member(s) shall receive credit for graduate hours completed prior to employment if such credits are required for certification in the tenure area in which the unit member(s) is to be employed and if they are approved by the superintendent prior to employment.

D. In the event credit is applied to Appendix D on the basis of an official notice, a transcript must be filed with the Superintendent by September 1 of the succeeding year for payments to continue.

16.3 Reading and Technology Supervisors/Athletic Coordinator

The persons designated Reading Supervisor, Technology Supervisor, or Athletic Coordinator shall be given the following compensation in addition to their regularly calculated compensation.

A. Reading and Technology Supervisors

Beginning September 1, 2003	Beginning September 1, 2004	Beginning September 1, 2005	Beginning September 1, 2006
\$2746	\$2842	\$2978	\$3097

B. Athletic Coordinator

Beginning September 1, 2003	Beginning September 1, 2004	Beginning September 1, 2005	Beginning September 1, 2006
\$1655	\$1713	\$1795	\$1867

- 16.4 Employees who do not possess a bachelor's degree will receive a salary supplement to the salary schedule, applied as are Graduate Hours for all credit hours earned after employment by the District which will be valued and applied as follows: \$20.00 per hour

16.5 Master's Differential

Effective July 1, 1990, those employees holding a Master's Degree shall receive \$500 per annum which will be added into the formula above.

- 16.6 Tutoring shall be compensated at the rate listed below, in addition to the mileage payment at the current IRS rate. The District will reimburse reasonable and necessary expenses incurred in performing tutoring at locations out of the District.

Beginning September 1, 2003	Beginning September 1, 2004	Beginning September 1, 2005	Beginning September 1, 2006
\$21.74 / hr.	\$22.50 / hr.	\$23.57 / hr.	\$24.52 / hr.

16.7 Newly Employed or Reinstated Unit member(s)

A newly employed or reinstated unit member will be given service credit in the salary schedule as agreed between the unit member and the Superintendent, except that in no case shall such credit exceed that given employed unit member(s) with equivalent service.

- 16.8 A unit member who serves for at least two full marking periods will be eligible to move up one step on the salary schedule in July of the next school year.

ARTICLE 17 - EDUCATIONAL PLANNING COMMITTEE

- 17.1 There will be established a joint administration and professional staff educational planning committee appointed by the Superintendent and the President of the Association. Meetings of such committee will be held at mutually agreeable times within or after the regular school day.
- 17.2 Meetings of such committee will be held on a monthly basis as needed at mutually agreeable times within or after regular school days to consider items to improve the quality of education in the District. Areas for consideration could include: Curriculum Development, Calendar, In-Service and Training Programs, Study of Innovative Educational Trends, Inter (Intra)-Staff Assistance.

ARTICLE 18 - PROFESSIONAL DEVELOPMENT

- 18.1 Inservice courses, workshops or subject area conferences will be developed and conducted as a means of mutually fostering professional growth. These, and committees which are appointed by administrators, will meet during normal working hours when possible and may involve dismissal of students.
- 18.2 The pay rate for curriculum work performed during the summer or when work is assigned after regular working hours shall be:

Beginning September 1, 2003	Beginning September 1, 2004	Beginning September 1, 2005	Beginning September 1, 2006
\$32.95	\$34.10	\$35.73	\$37.16

The parties agree that this rate shall apply to the grading of fourth and eighth grade state tests (and other such assignments) which must be graded after the regular day. Teaching assistants will be paid an hourly amount equal to 50% of the curriculum rate specified above.

ARTICLE 19 - PROPERTY LOSSES

- 19.1 The District will reimburse (or replace for) covered employees for the loss or damage done to items worn on their person or for personal items brought into a building. Such reimbursement or replacement is subject to the following conditions:
- A. Items brought into the building were to be used directly in the instructional program or other authorized activities and were not immediately available in the building.
 - B. A reasonable effort was made by the owner to prevent the damage or loss of the item for which claim is made.
 - C. Items for instruction brought in have the approval of the Superintendent.
 - D. Items brought into the building for instructional purposes are to be registered in and out of the building on forms provided by the District.
 - E. Items for which claim is made had not been reimbursed under other insurance coverage or judgment.
 - F. That a limit of \$1,500.00 applies to each loss or occurrence.
 - G. Excluded from coverage by this Article are normal wear and tear of clothing damaged during the discharge of instructional duties.

ARTICLE 20 - RETIREMENT INCENTIVE

Sick Leave On Retirement

20.1 Option 1

Employees will be entitled to a payment on July 1 following the date of retirement, in an amount equal to 40% of their accumulated sick leave valued at \$100.00 per day (\$75.00 for teaching assistants), providing the following conditions are met:

A. The employee must be within the first five years of eligibility and have completed 15 years of service in the Wynantskill District on or before June 30 of the year at the end of which retirement is to be effective.

B. The employee must submit his/her resignation by February 15th of the year preceding retirement to be effective either February 1st or June 30th of the year in which his/her retirement is to be effective.

20.2 Option 2

N.Y.S. Retirement Incentive will be offered annually (if available from the State) up to at least 4 unit members per year of the agreement, with additional members at the discretion of the superintendent.

ARTICLE 21 - PROFESSIONAL STANDARDS

- 21.1 The Board and the Association firmly believe that the primary function of the Board and its professional staff is to assure each boy and girl attending the Wynantskill Union Free School District the highest level of educational opportunities obtainable. The Board and the Association recognize that teachers are professionals, the Board and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the Board and its professional staff.

21.2 Investigatory Interview

A. No employee shall be required to submit to an interrogation for the purpose of obtaining a statement or information to be used in a disciplinary proceeding against him or her unless the employee is notified of the right to have an Association representative present during the interrogation. Nothing herein, however, shall prevent the District from making inquiry to obtain information necessary for the conduct of its business or from conducting evaluations of employees.

B. If during the course of an otherwise appropriate inquiry it becomes clear the employee is a likely subject of discipline and a statement or information is sought for use in such a proceeding, the rights provided by paragraph (a) shall apply.

C. No employee shall be requested to sign any statement regarding his or her alleged incompetence or misconduct unless a copy of the statement is promptly supplied to the employee. Any statements or admissions signed without a copy having been supplied may not subsequently be used against the employee.

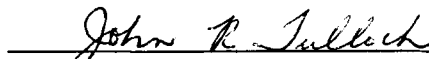
D. To the extent possible, such interrogations shall take place in private.

ARTICLE 22 - LEGISLATIVE APPROVAL

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.


Christine Hamill, Superintendent, Wynantskill UFSD

11/14/05
Date


John R. Tulloch, President, WTA

11/7/05
Date


Peter S. Mesh, Negotiations Chairperson, WTA

11/7/05
Date

WTA NEGOTIATIONS COMMITTEE

Candy Dominski
Kevin Dowd
Maureen Long
Peter Mesh

JoAnn Powers
John Tulloch
Michele Weiss

APPENDIX A

DUES DEDUCTION

PAYROLL DEDUCTION AUTHORIZATION

Social Security Number

Last Name

First

M

District Name

Association

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the Wynantskill Teachers Association, to deduct from my salary and transmit to said Association, dues as certified by said Association. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15th of any given year.

Member Signature _____

Date _____

APPENDIX B

EXTRA-CURRICULAR COMPENSATION SCHEDULE

Activity	# of people	time	2003-04	2004-05	2005-06	2006-07
Class Advisor	2	1 year	\$974	\$1,008	\$1,056	\$1,098
Newspaper	1	1 year	\$833	\$862	\$903	\$940
Cheerleading	1	3 months	\$751	\$778	\$815	\$847
Student Council	1	1 year	\$974	\$1,008	\$1,056	\$1,098
Chorus	1	1 year	\$1,159	\$1,200	\$1,257	\$1,307
Chess	1	1 year	\$524	\$542	\$568	\$591
Ski Club	2	1 year	\$209	\$216	\$227	\$236
Computer	1	3 months	\$833	\$862	\$903	\$940
Math Team	1	6 months	\$1,938	\$2,005	\$2,101	\$2,185
Math Club	1	3 months	\$918	\$950	\$995	\$1,035
Drama Club	1	1 year	\$918	\$950	\$995	\$1,035
Yearbook	1	1 year	\$1,098	\$1,137	\$1,191	\$1,238
Builders Club	1	1 year	\$1,284	\$1,329	\$1,393	\$1,449
Odyssey of the Mind	2 teams, 2 teachers	1 year	\$1,614	\$1,670	\$1,750	\$1,820
Weekend Activities/All County-Band Chorus		per event	\$194	\$200	\$210	\$218
Dance Chaperone		per event	\$55	\$57	\$59	\$62
Bus Chaperone		per event	\$8.24	\$8.53	\$8.93	\$9.29
Boys/Girls Intramurals						
Football-B/Soccer B-G	2/team	season	\$552	\$571	\$598	\$622
Basketball B-G	2/team	season	\$552	\$571	\$598	\$622
Baseball B-Softball G	2/team	season	\$552	\$571	\$598	\$622
Hockey B	2/team	season	\$552	\$571	\$598	\$622
Volleyball-G	2/team	season	\$552	\$571	\$598	\$622
Boys/Girls Interscholastic						
Soccer B-G	2/team	season	\$1,127	\$1,167	\$1,222	\$1,271
Basketball B-G	2/team	season	\$1,127	\$1,167	\$1,222	\$1,271
Baseball B/Softball G	2/team	season	\$1,127	\$1,167	\$1,222	\$1,271
Cross Country (track)	1 coach	season	\$1,127	\$1,167	\$1,222	\$1,271

APPENDIX C

CREDIT UNION PAYROLL DEDUCTION AUTHORIZATION

Name _____ Code No. _____
Above This Line Send this form to your Credit Union

Payroll No. _____ Soc. Sec. No. _____

Membership No. _____

Payroll Supervisor of the _____

I hereby authorize you to deduct _____ dollars (\$ _____) from my
pay each payroll period, until further notice from me, and transmit same currently to the
_____ CREDIT UNION.

Date _____ 19 _____ Department _____

Signature of Employee _____

Name in Full _____
(Print)

Division _____

Residence Address _____
Street

_____ Zip
Town/City

Effective _____

APPENDIX D

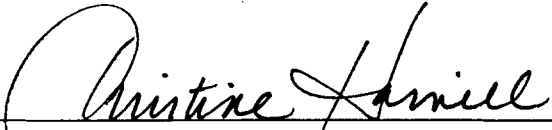
SALARY SCHEDULE

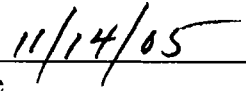
<u>Step</u>	<u>Beginning September 1, 2003</u>	<u>Beginning September 1, 2004</u>	<u>Beginning September 1, 2005</u>	<u>Beginning September 1, 2006</u>
1	35,239	35,521	35,772	35,859
2	36,218	36,508	37,172	37,259
3	37,486	37,486	38,205	38,659
4	38,786	38,798	39,229	39,734
5	40,092	40,143	40,602	40,798
6	41,395	41,495	42,010	42,226
7	42,698	42,844	43,424	43,690
8	44,001	44,192	44,836	45,161
9	45,302	45,541	46,247	46,629
10	46,609	46,888	47,659	48,097
11	48,059	48,240	49,068	49,565
12	49,209	49,741	50,484	51,030
13	50,640	50,931	52,054	52,503
14	52,412	52,412	53,300	54,136
15	54,129	54,247	54,850	55,432
16	55,645	56,024	56,769	57,044
17	57,554	57,592	58,629	59,040
18	58,384	59,569	60,270	60,974
19	59,215	60,428	62,339	62,681
20	60,046	61,228	63,238	64,832
21	60,980	62,147	64,138	65,767
22	63,114	63,114	65,037	67,500
23	64,944	65,323	68,955	70,874
24	66,318	67,217	70,955	73,374
25	67,282	69,637	72,955	75,874

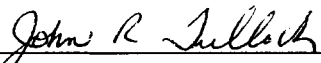
MEMORANDUM OF AGREEMENT

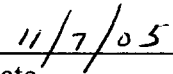
For the period July 1, 2003 - June 30, 2007 there has been established a moratorium on Article 9.7, Professional Leave.

Application for Professional Leave will be reinstated with the application date of February 1, 2007 for leave to commence in the school year 2007-2008.


Christine Hamill, Superintendent, Wynantskill UFSD


Date


John R. Tulloch, President, WTA


Date